

NYNEX  
1095 Avenue of Americas  
40th Floor  
New York NY 10036  
Attn: Vice President - Wholesale Markets  
Facsimile: (212) 597-2585

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

29.13 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

29.14 Section 252(i) Obligations. If either Party enters into an agreement (the "Other Agreement") approved by the Commission or FCC pursuant to Section 252 of the Act which provides for the provision in the State of New York of arrangements covered in this Agreement to another requesting Telecommunications Carrier, including itself or its affiliate, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, the other Party may avail itself of either (i) the Other Agreement in its entirety or (ii) all of the prices, terms and conditions contained in the Other Agreement that relate to any one or combination of the following:

- (1) Interconnection - Section 251(c)(2) of the Act (Section 4.0 and 5.0 of this Agreement); or
- (2) Exchange Access - Section 251(c)(2) of the Act (Section 6.0 of this Agreement); or
- (3) Unbundled Access - Section 251(c)(3) of the Act (Section 9.0 of this Agreement); or
- (4) Resale - Section 251(c)(4) of the Act (Section 10.0 of this Agreement); or
- (5) Collocation - Section 251(c)(6) of the Act (Section 13.0 of this Agreement); or
- (6) Number Portability - Section 251(b)(2) of the Act (Section 14.0 of this Agreement); or
- (7) Access to Rights of Way - Section 251(b)(4) of the Act (Section 16.0 of this Agreement); or

(8) Directory Services - Section 251(b)(3) of the Act (Section 18.0 of the Agreement).

29.15 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.16 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

29.17 No License. No license under patents, copyrights or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

29.18 Technology Upgrades. Nothing in this Agreement shall limit NYNEX's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. NYNEX shall provide MFS written notice at least ninety (90) days prior to the incorporation of any such upgrades in NYNEX's network which will materially impact MFS' service. MFS shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.19 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Sections 21.4, 22.0, 23.0, 25.0, 26.0, 29.3, 29.6, 29.11, 29.13 and 29.17.

29.20 Scope of Agreement. This Agreement is intended to describe and enable specific Interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

29.21 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are, hereby incorporated into this Agreement by this reference as if set forth fully herein and, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be

bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 25th day of June, 1996.

MFS INTELENET OF NEW YORK

By: 

Printed: Alex J Harris

Title: Vice President - Regulatory Affairs

NYNEX

By: 

Printed: Jacob J. Goldberg

Title: Vice President - Wholesale Markets

## **SCHEDULE 1.0**

### **CERTAIN TERMS AS DEFINED IN THE ACT**

"Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than ten percent (10%).

"Dialing Parity" means that a person that is not an Affiliate of LEC is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the Customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA Service" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

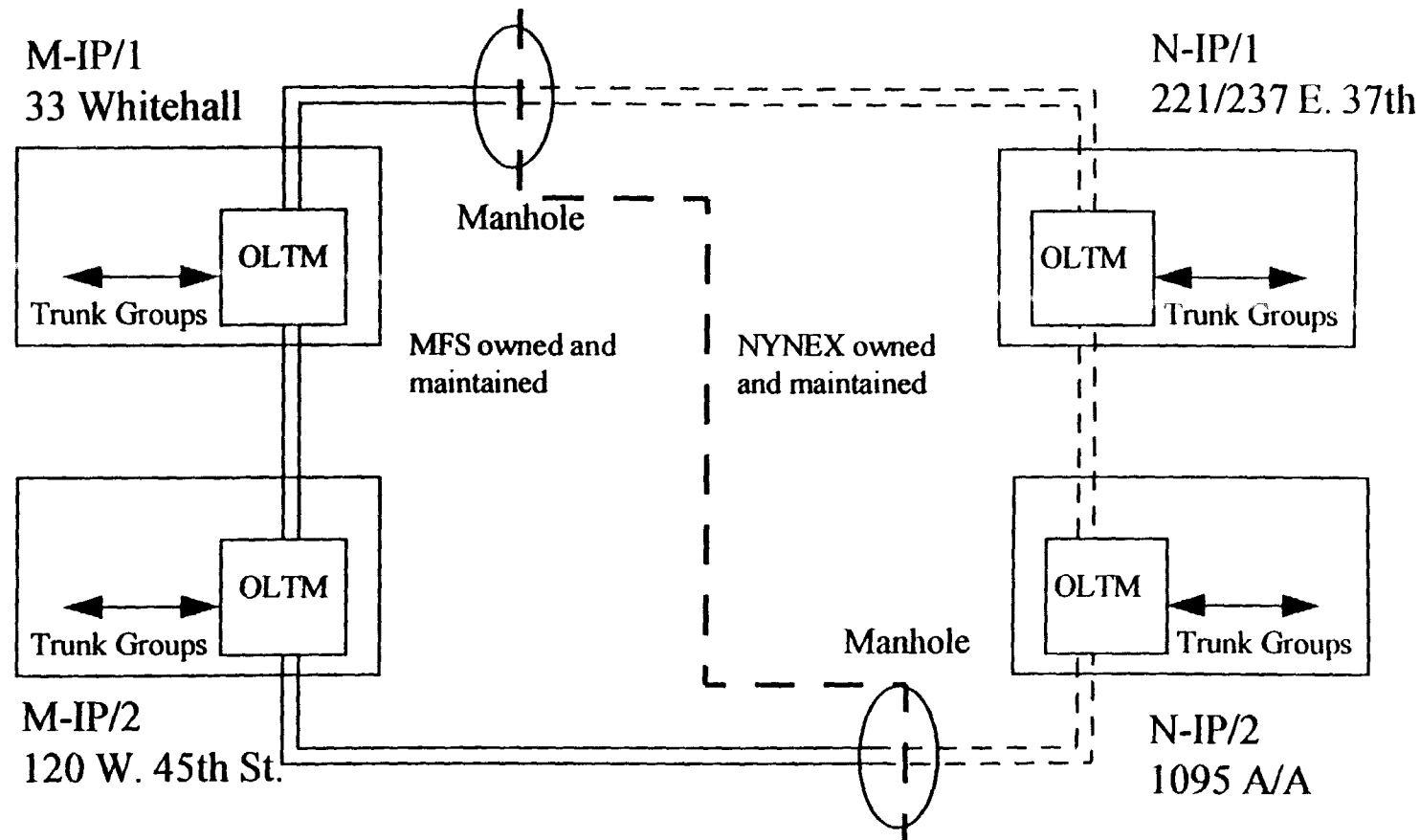
"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

#### Schedule 4.0 Network Interconnection Schedule

<u>LATA</u>	<u>Interconnection Activation Date</u>	<u>MFS Wire Centers</u>		<u>NYNEX Wire Centers</u>	
		<u>M-IIP/1</u>	<u>M-IP/2</u>	<u>N-IP/1</u>	<u>N-IP/2</u>
132	June 25, 1996	33 Whitehall St. NY NY 10004	120 W.45 St. NY NY 10036 (Tower 45)	221/237 E. 37 St. NY NY 10016 (37th St CO)	1095 Ave of Americas NY NY 10036 (42nd St CO)

Existing Arrangements as of June 25, 1996, subject to change as part of the Joint Grooming Plan.

## Schedule 4.2: Illustration of Interconnection Architecture\*



\*The following is subject to change by mutual agreement in the Joint Grooming Plan:

1. M-IP and N-IP locations
2. Use of point-to-point SONET transmission as opposed to ring transmission.

## SCHEDULE 27.0    NYNEX Performance Criteria for Liquidated Damages

SPECIFIED ACTIVITY	PERFORMANCE INTERVAL DATE
1.    Unbundled Link Installation	
a) New Line Installation:	
i) Orders for installation < 10 lines	5 days
ii) Orders for installation ≥ 10 lines	
Facilities Confirmation	5 days
If Available Facilities	
< 20 lines	10 days from Facilities Confirmation
≥ 20 lines	negotiated interval <sup>#</sup>
b) "Hot Cutover" Installation	
i) Orders for installation < 10 lines	10 days (through 9/30/96)
	7 days (10/1/96 to 12/31/96)
	5 days (1/1/97 and after)
ii) Orders for installation ≥ 10 lines	negotiated interval <sup>#</sup>
2.    Interim Number Portability Installation	
i) Orders for installation < 10 numbers	10 days (through 9/30/96)
	7 days (10/1/96 to 12/31/96)
	5 days (1/1/97 and after)
ii) Orders for installation ≥ 10 numbers	negotiated interval <sup>#</sup>
<sup>#</sup> NYNEX will provide the same negotiated intervals it provides to any carrier, customer or parties that are similarly situated.	
3.    Out-of-Service Repairs	Less than 24 hours from NYNEX's Receipt of Notification of Out-of- Service Condition (*)(**)

\* Subject to the following percentage limitations:



	10/1/96 thru <u>5/31/97</u>	6/1/97 thru <u>12/31/97</u>	1/1/98 thru <u>6/30/98</u>	7/1/98 and <u>thereafter</u>
Zone 1 (Manhattan, south of 59 st.)	75%	75%	80%	80%
Zone 2 (LATA 132, outside zone 1)	70%	75%	75%	80%
Zone 3 (Outside Zones 1 and 2)	70%	70%	70%	75%

\*\* Excludes Residence customers in single and two-family homes

## **Schedule 27.1 MFS Service Quality Criteria for Liquidated Damages**

### **1 New Unbundled Link (SVGALS) Orders**

1.0 ANI to MFS number, verification successful from DEMARC by NYNEX field technician.

1.1 All order information submitted by MFS is valid (e.g. street address, end user LCON, floor/unit number, cable pair assignment)

1.2 Customer (end user) available at appointed date.

1.3 Orders completed as submitted without cancellation after FOC

### **2 Hot Cut Unbundled Link (SVGALS) Orders**

2.0 Verifiable MFS dial tone at POT bay testable by NYNEX through appropriate tie cable pair as provided by MFS on the service request.

2.1 Accurate account and end user information submitted on service request

2.3 Accurate SVGAL tie cable and pair assignment provided by MFS on service request

2.4 Orders completed as submitted without cancellation after FOC

## **PRICING SCHEDULE**

I. Reciprocal Compensation shall equal the rate set forth in the Parties' applicable tariffs as determined by the weighted average call volume distribution by time of day. Such rate for the first six months shall be:

Rate = \$.008 per minute

The rate for reciprocal compensation is to be adjusted bi-annually based upon the rates and formula set forth in this Pricing Schedule. The first adjustment shall occur on January 1, 1997 and future adjustments every six months thereafter.

II. Information Services Billing and Collection

Fee = \$.05 per message

III. BLV/BLVI Traffic

Rate = \$1.00 per Busy Line Verification  
\$1.50 per Busy Line Verification Interrupt  
(in addition to \$1.00 for Busy Line Verification)

IV. Transit Service

A. Transit Service

Rate = \$.0035 per minute

B. Dedicated Transiting Service

Rate = twice the applicable Service Access Charge ("SAC")

V. Interim Telecommunications Number Portability

A. Monthly Recurring Charges

Rate per Business Number = \$2

Rate per Residential Number = \$1

No additional charges shall apply for interim number portability, including additional per-path, per-port, or usage-related charges, except for third party and collect calls.

B. Non-recurring charge

Rate = \$20 per ported number

Non-recurring charges only apply when interim number portability is ordered separately from an unbundled link.

VI. IntraLATA 800

Reciprocal Compensation (refer to I above).

Compensation for records exchanged \$.0115 per record

800 Database inquiry \$.0054 per database inquiry

VII. Unbundled Links

A. Monthly Rates

Monthly Rates for all unbundled links described in Section 9 will be the rates specified by the Commission, as amended from time to time, subject to the provisions of Section 9.

VIII. 911/E911 Interconnection

Monthly Rate = \$252 per month for an unequipped DS1 Port and \$100 per month per voice grade trunk activated and equipped on the DS1 port.

IX. Wholesale Discounts

a. Month- to- month discounts

Reduction in line plus a percentage discount as follows:

	<u>Access Line</u>	<u>Residence</u>	<u>Business</u>
October 1, 1996	\$ .90	6.5 %	6.6 %
October 1, 1997	\$ 1.05	8.1 %	8.0 %
October 1, 1998	\$ 1.25	9.5 %	9.4 %

b. Term and Volume Discounts

To be negotiated based on receipt of a Bona Fide Request

X. Directory Assistance

Base Rate Unbranded	= \$ .45 per message
Branded Rate	= \$ .50 per message
Base Rate with Directory Assistance Call Completion (DACC)	= \$ .55 per message
Branded Rate with DACC	= \$ .60 per message

Directory Assistance Volume/Term Discounts

Monthly Billed DA Volume	-----Term Commitments-----			
	1 Year	18 Months	2 Years	3 Years
\$0 - 1999	5%	10%	14%	18%
\$2000 - 5999	7%	12%	16%	20%
\$6000 - 9999	10%	15%	19%	23%
Above \$10,000	13%	18%	22%	26%

Discounts apply only for amounts in the applicable range. For example, under a one year term commitment with a monthly billed DA volume of \$2,500, the first \$1,999 would be discounted at 5% and the remaining \$501 at 7%. Discount will apply to branded DA and the DA portion of DACC.

## PRICING SCHEDULE

### Reciprocal Compensation Calculation

I. Time of Day Definitions - Tariff NYT PSC No.914 Section 4.1.7 (A) (1)

II. Base Rates - Per Minute of Use

Day Rate = \$.0098

Evening Rate = \$.0073

Night Rate = \$.0029

III. Formula for determining Reciprocal Compensation ( %Day Traffic + %Evening Traffic + % Night Traffic = 100% for each Party)

$$\frac{(\text{MFS-originated Day Minutes} + \text{NYNEX-originated Day Minutes}) * \text{Day Rate}}{\text{Total MFS} + \text{NYNEX Minutes}}$$

+

$$\frac{(\text{MFS-originated Evening Minutes} + \text{NYNEX-originated Evening Minutes}) * \text{Evening Rate}}{\text{Total MFS} + \text{NYNEX Minutes}}$$

+

$$\frac{(\text{MFS-originated Night Minutes} + \text{NYNEX-originated Night Minutes}) * \text{Night Rate}}{\text{Total MFS} + \text{NYNEX Minutes}}$$

## **EXHIBIT A**

### **NETWORK ELEMENT BONA FIDE REQUEST**

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.
2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.
3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.
4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.
5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.
8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act .